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UNITED STATES DISTRICT COURT CA

FOR THE NORTHERN DISTRICT OF CALIFORNIA

TRUSTEES ON BEHALF OF TEAMSTERS BENEFIT TRUST, Plaintiff, v. EVENT PRODUCTIONS, INC., and DENIS EGAN, Individually, Defendants.	Case No. **COMPLAINT**

PLAINTIFF ALLEGES AS FOLLOWS:

1. This action arises under the National Labor Relations Act, 29 U.S.C. § 185 and under the Employee Retirement Income Security Act, 29 U.S.C.§§ 1132(a)(3) and 1132(d)(1) for the collection of delinquent contributions, liquidated damages, and damages arising from breach of a settlement agreement concerning the collection of delinquent contributions.

2. Intradistrict Assignment. This action arises in the County of Alameda and is properly assigned to either the Oakland or San Francisco division.

3. Plaintiff Trustees on Behalf of Teamsters Benefit Trust ("Plaintiff Fund") is an employee benefit plan within the meaning of 29 U.S.C. §§ 1002 and 1132(d). Plaintiff Fund is a trust fund originally established by a Trust Agreement. A copy of the Agreement and Declaration of Trust (restated as of August 6, 2004) ("Trust Agreement") is attached as Exhibit "A" and is incorporated by reference.

4. Plaintiff is informed and believes, and on this basis alleges, that during all relevant times described in this complaint, Defendant Event Productions, Inc. ("Defendant Company") was a California corporation, organized and existing under the laws of the State of California and located in Alameda, California.

5. Plaintiff is informed and believes, and on this basis alleges, that during all relevant time described in this complaint, Defendant Denis Egan ("Defendant Egan") was employed at Event Productions, Inc., and a resident of California.

6. During all relevant times described in this complaint, Defendant Company and Defendant Egan were engaged in the event production business.

7. Defendant Company is signatory to the Convention and Trade Show Agreement ("Convention Agreement"), a multiemployer collective bargaining agreement effective April 1, 2014 to March 31, 2017. The Convention Agreement obligates Defendant to make health and welfare contributions on behalf of its employees, represented by Teamsters Local 2785. A copy of the Convention Agreement is attached as Exhibit "B" and incorporated by reference.

8. Defendant Company is also signatory to a Subscriber's Agreement with Plaintiff Fund, which obligates it to contribute to Plaintiff Fund in accordance with the Trust Agreement. A true and correct copy of the Subscriber's Agreement is attached as Exhibit "C" and incorporated by reference.

9. On or about March 31, 2015, Defendant Company signed a Settlement Agreement and Payment Plan ("Settlement Agreement") with Plaintiff Fund regarding certain delinquent contributions owed for the work months of June 2014 through January 2015, liquidated damages and attorney fees owed for the months of August 2013 through January 2015, an audit covering the period of March 1, 2010 through May 31, 2013, plus interest on the payment plan. A true and correct copy of the Settlement Agreement is attached as Exhibit "D" and is incorporated by reference.

10. On or about March 31, 2015, Defendant Egan signed a Guaranty whereby he unconditionally guaranteed payment of the net unpaid balance of the Settlement Agreement on any default by Defendant Company under it. A true and correct copy of the Guaranty is attached as Exhibit "E" and incorporated by reference.

FIRST CLAIM FOR RELIEF

Collection of Delinquent Contributions

11. Plaintiff Fund repeats, realleges and incorporates by reference the allegations set forth in paragraph's 1 through 10, inclusive, as though fully set forth herein.

12. At all times relevant to this action, the Trust Agreement, Convention Agreement and Subscriber's Agreement obligated Defendant Company to make contributions to Plaintiff Fund.

13. Defendant Company has failed to pay its contributions to Plaintiff Fund for the February 2017 work month. The amount owed by Defendant Company to Plaintiff Fund is unknown because Defendant Company has failed to submit its contribution report form for that month.

14. The Trust Agreement further provides that if an employer does not make contributions on time, liquidated damages shall become due and payable to Plaintiff Fund in the amount of six percent (6%) or $25.00, whichever is greater, if contributions are received during the first two weeks, or 10.61% or $25.00, whichever is greater, if contributions are received after the first two weeks. In addition to the liquidated damages owed for the work month of February 2017, Defendant Company owes liquidated damages for the work months of April 2015 through July 2015, September 2015 through November 2015, January 2016 and March 2016 through November 2016 and January 2017. Defendant Company owes Plaintiff Fund $6,819.76 in liquidated damages as set forth in Exhibit "F" plus an unknown amount of liquidated damages for the late payment of the contributions owed for the February 2017 work month.

15. In addition to liquidated damages, the Trust Agreement provides, at Article VII, Section 7.3(f), that if legal action is initiated for the collection of delinquent contributions, the employer shall be held liable for interest, attorney fees, audit expenses, court costs and all other costs and expenses attributable to the collection of such contributions or other payments. Defendant Company owes Plaintiff Fund interest on the unpaid contributions, according to the legal rate, attorneys' fees and costs of this action pursuant to 29 U.S.C. § 1132(g)(2)(D), and the Trust Agreement.

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SECOND CLAIM FOR RELIEF

Collection of Delinquent Contributions

16. Plaintiff Fund realleges and incorporates by reference the allegations set forth in Paragraphs 1 through 15, inclusive, as though fully set forth herein.

17. On or about March 31, 2015, Plaintiff Fund and Defendant Company entered into a two-year Settlement Agreement in settlement of $10,024.11 in delinquent contributions owed for the work months of June 2014 through January 2015, $3,480.76 in liquidated damages, $150.00 in attorney fees for the work months of August 2013 through January 2015, a balance of $18,869.85 owed for the audit covering the period of March 1, 2010 through May 31, 2013, plus interest of $6,504.94, for a total of $39,029.66.

18. The parties agreed that Defendant Company would be entitled to pay off the delinquency in full by making twenty-four (24) monthly installment payments of $1,500.00, commencing on April 5, 2015, until a total of $36,000.00 was paid. Therefore, $3,029.66 of the $39,029.66 would be waived if payments were made according to the terms of the payment plan.

19. Also according to the terms of the Settlement Agreement, any payments received after the due date would be assessed a 10% late fee and default would occur if any payment was more than ten (10) days late. In the event of default, the parties agreed that Plaintiff Fund was entitled to take any action available to collect the entire $39,029.66 owed, less any payments made by Defendant Company, under the Settlement Agreement.

20. Also, on or about March 31, 2015, Defendant Egan signed a Guaranty unconditionally guaranteeing payment of the net unpaid balance of the Settlement Agreement, or any default by Defendant Company, to Plaintiff Fund.

21. Defendant Company has made monthly installment payments to Plaintiff Fund totaling $25,500.00. Defendant Company has not made its monthly installment payments for the September 5, 2016 due date forward and currently owes $10,500.00 (through the monthly installment due March 5, 2017), plus a total of $1,050.00 in late fees for September 5, 2016 through March 5, 2017. In addition, because Defendant Company is in default under the terms of the Settlement

Agreement, it also owes the $3,029.66 previously waived. Therefore, Defendant Company owes Plaintiff Fund $14,579.66 pursuant to the terms of the Settlement Agreement.

22. Pursuant to the terms of the Guaranty, Defendant Egan is now jointly and severally liable to Plaintiff Fund for the $14,579.66 owed following Defendant Company's default under the terms of the Settlement Agreement.

WHEREFORE, Plaintiff Fund respectfully requests a judgment ordering payment as follows:

1. On the First Claim for Relief, delinquent contributions now due and owing by Defendant Company, in an unknown amount for the February 2017 work month;
2. On the First Claim for Relief, unpaid liquidated damages now due and owing by Defendant Company, estimated in the amount of $6,819.76, plus an unknown amount for the February 2017 work month;
3. On the First Claim for Relief, interest on the unpaid contributions due and owing by Defendant Company, according to proof;
4. On the First Claim for Relief, reasonable attorneys' fees and costs due and owing by Defendant Company, according to proof, incurred pursuant to 29 U.S.C. § 1132(g)(2)(D) and the Trust Agreement;
5. On the Second Claim for Relief, unpaid monthly installment payments, late fees and waived fees now due and owing on the Settlement Agreement, in the amount of $14,579.66, owed jointly and severally, by Defendant Company and Defendant Egan; and
6. For such other and further relief as this Court deems just and proper.

Dated: March 29, 2017.

Respectfully submitted,

BEESON, TAYER & BODINE, APC

By: ______________________
CATHERINE E. AROSTEGUI
Attorneys for Plaintiff